

CONSOLIDATED AGREEMENT

between the

**FRATERNAL ORDER OF POLICE,
DELAWARE COUNTY LODGE No. 27,
ON BEHALF OF THE MEMBERS OF THE
POLICE FORCE OF RADNOR TOWNSHIP
Police**

and

**THE TOWNSHIP OF RADNOR
Township**

Effective January 1, 2013 through December 31, 2018

INDEX

WAGES..... 1

RANK DIFFERENTIAL..... 2

RANK OF CORPORAL 3

NIGHT DIFFERENTIAL..... 3

LONGEVITY 3

WORK WEEK 5

OVERTIME & COURT TIME 5

CALL-IN TIME, CALL BACK & STANDBY 6

ON-CALL TIME FOR DETECTIVES & LIEUTENANTS 6

ON-CALL PAY FOR TRAFFIC SAFETY UNIT 7

VACATION 7

PERSONAL DAYS..... 7

HOLIDAYS..... 7

PAYMENT IN LIEU OF CARRYOVER LEAVE 8

FESTIVE HOLIDAYS..... 8

SICK LEAVE & SEVERANCE PAY..... 8

HOSPITAL AND MEDICAL BENEFITS..... 9

RETIREMENT..... 14

DISABILITY..... 19

ADDITIONAL WORKER'S COMPENSATION COVERAGE 20

SURVIVOR'S BENEFITS 20

LIFE INSURANCE..... 21

EDUCATIONAL INCENTIVE 22

UNIFORMS & CLOTHING ALLOWANCE..... 22

EQUIPMENT 22

FUNERAL LEAVE..... 22

GRIEVANCE & ARBITRATION PROCEDURES 23

ACTING IN SERGEANT	25
CIVIL & CRIMINAL SUITS.....	25
FUNERAL BENEFITS	26
MOONLIGHTING.....	26
AREA COVERAGE.....	27
TERMINATION OF DEPARTMENT.....	27
DISCIPLINE	27
MANAGEMENT CLAUSE.....	27
DEDUCTION FOR F.O.P.....	28
MEETINGS WITH TOWNSHIP ON LABOR MATTERS	28
WORKPLACE SAFETY COMMITTEE MEETINGS.....	28
NEW OFFICERS	28
SPECIAL DETAILS	29
LIGHT DUTY	29
UNENFORCEABLE BENEFITS	31
AS IS CLAUSE.....	31
DURATION OF AGREEMENT.....	31

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2013, by and between FRATERNAL ORDER OF POLICE, DELAWARE COUNTY, LODGE #27, on behalf of the Police Officers of the Township of Radnor (hereinafter referred to as "Police"), and the TOWNSHIP OF RADNOR (hereinafter referred to as "Township").

WITNESSETH

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; and

WHEREAS, the Police and the Township have, on the date set forth above, reached an agreement concerning terms and conditions of employment of Police.

NOW, THEREFORE, the Police and the Township set forth the following to become effective January 1, 2013, January 1, 2014, January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018 as indicated, which constitutes the agreement reached between the parties:

ART. 1: WAGES

Each officer shall receive an across-the-board increase to his/her base salary of 2.5% on January 1, 2013; and an additional 2.75% on January 1 of 2014, 2015, 2016, 2017, and 2018. In addition, Patrol Officers hired on or after January 1, 2004, shall receive the full Patrol Officer base salary after 60 months of service. For illustrative purposes, the base salary of all positions in the bargaining unit shall be as follows:

Patrol Officer (hired AFTER 1/1/2004)	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018
New hire without Act 120 certification (65%)	\$52,122	\$53,555	\$55,028	\$56,541	\$58,096	\$59,693
New hire with Act 120 certification (75%)	\$60,140	\$61,794	\$63,493	\$65,239	\$67,033	\$68,877
After 18 months of service (80%)	\$64,150	\$65,914	\$67,726	\$69,589	\$71,502	\$73,469
After 24 months of service (85%)	\$68,159	\$70,033	\$71,959	\$73,938	\$75,971	\$78,061
After 36 month of service (90%)	\$72,168	\$74,153	\$76,192	\$78,287	\$80,440	\$82,652
After 48 months of service (95%)	\$76,178	\$78,272	\$80,425	\$82,637	\$84,909	\$87,244

After 60 months of service (100%)	\$80,187	\$82,392	\$84,658	\$86,986	\$89,378	\$91,836
Investigator	\$86,602	\$88,983	\$91,430	\$93,945	\$96,528	\$99,183
Corporal	\$88,206	\$90,631	\$93,124	\$95,685	\$98,316	\$101,020
Sergeant	\$96,224	\$98,870	\$101,590	\$104,383	\$107,254	\$110,203
Lieutenant	\$115,471	\$118,647	\$121,910	\$125,262	\$128,707	\$132,246
Traffic Safety Unit	\$86,602	\$88,983	\$91,430	\$93,945	\$96,528	\$99,183

Investigator (Detective) = 8% above base
 Corporal = 10% above base
 Sgt. = 20% above base
 Lt. = 20% above Sgt.
 TSU = 8% above base

The new rate of base pay shall apply only to Officers officially assigned by Management to the Traffic Safety Unit for a period of duty that is greater than two consecutive weeks; however, the new rate shall not apply to temporary assignments (such as to assist with periodic traffic accident, speed check, etc.). Nothin herein shall be construed to create any new right on the part of either party regarding assignments to the Traffic Safety Unit. Notwithstanding the foregoing, Management shall have the sole discretion to assign, reassign, and unassign Officers, in good faith, to and from the Traffic Safety Unit as it deems in the Department's and Township's best interests.

ART. 2: RANK DIFFERENTIAL

A. All Sergeants and Lieutenants shall receive a rank differential of 20% percent. The Captain shall receive a 15% salary differential above Lieutenant.

B. Detectives and Traffic Safety Unit Officers will receive an additional 8.0% over the patrolman's base salary. (2013-2018 Agreement)

C. During the times that the Emergency Operations Center (EOC) is activated, the officer serving in the role of Emergency Management Coordinator (EMC) will receive the base pay of the rank of lieutenant for hours worked at his regular rate and overtime

pay at the EMC's overtime rate. (2013-2018 Agreement)

ART. 3: RANK OF CORPORAL

The rank of Corporal shall have a pay differential of 10% above the base pay of Patrol Officer. Whenever there is an absence of a Sergeant on a shift, a Corporal shall be the shift supervisor at the Corporal's hourly rate of pay; whenever there is an absence of both a Corporal and a Sergeant on the same shift, a Patrol Officer shall be named by management as the shift supervisor during each absence at the Corporal's hourly rate of pay.

ART. 4: NIGHT DIFFERENTIAL

All officers shall receive 10% extra over base pay for any hours worked between 3:00 PM and 7:00 AM based on wages, and payment shall be included in the officers' bi-weekly paychecks.

ART. 5: LONGEVITY

A. For officers hired prior to January 1, 2013, all officers shall receive annual longevity increments at the rate of 3% after three years of service and three-quarters of one percent annually thereafter to a maximum of eighteen (18%) percent. Said increment shall be computed as of the date of employment as a police officer, and said payment shall be paid April 1st and December 1st.

LONGEVITY (Radnor Police Officers Hired before 1/1/13)	
In Year 4 (i.e., upon completion of 3 years of service)	3% of base salary
In Year 5	3.75% of base salary
In Year 6	4.5% of base salary
In Year 7	5.25% of base salary
In Year 8	6.0% of base salary
In Year 9	6.75% of base salary

In Year 10	7.5% of base salary
In Year 11	8.25% of base salary
In Year 12	9.0% of base salary
In Year 13	9.75% of base salary
In Year 14	10.5% of base salary
In Year 15	11.25% of base salary
In Year 16	12.0% of base salary
In Year 17	12.75% of base salary
In Year 18	13.5% of base salary
In Year 19	14.25% of base salary
In Year 20	15.0% of base salary
In Year 21	15.75% of base salary
In Year 22	16.5% of base salary
In Year 23	17.25% of base salary
In Year 24 and each year thereafter	18.0% of base salary

B. Officers hired on or after January 1, 2013 shall receive longevity pay pursuant to the chart below. (Providing for longevity payments of 3% of base salary after completion of 4 years and an additional .5% for each additional year of service through the completion of 23 years of service; upon the completion of the 24th year, longevity shall be paid in the 25th year and each year thereafter at 14%.) (2013-2018 Agreement)

LONGEVITY (Radnor Police Officers Hired on or after 1/1/13)	
In Year 5 (i.e., upon completion of 4 years of service)	3% of base salary
In Year 6	3.5% of base salary
In Year 7	4% of base salary
In Year 8	4.5% of base salary

In Year 9	5% of base salary
In Year 10	5.5% of base salary
In Year 11	6% of base salary
In Year 12	6.5% of base salary
In Year 13	7% of base salary
In Year 14	7.5% of base salary
In Year 15	8% of base salary
In Year 16	8.5% of base salary
In Year 17	9% of base salary
In Year 18	9.5% of base salary
In Year 19	10% of base salary
In Year 20	10.5% of base salary
In Year 21	11% of base salary
In Year 22	11.5% of base salary
In Year 23	12% of base salary
In Year 24	12.5% of base salary
In Year 25 and each year thereafter	14% of base salary

ART. 6: WORK WEEK

The work week for officers who work on a shift basis shall be in accordance with a “Memorandum of Understanding: 12-Hour Work Schedule” executed in 1995, by the parties. The work week for all others shall be five days on and two days off.

Officers on shift work shall be credited with 13 compensatory days - or 104 hours - each year. Should the department return to a 6-2 shift work schedule, officers shall also be credited with one additional vacation day for each week of vacation that they are entitled to during that year. If an officer is transferred from shift work to non-shift work, or vice versa, these compensatory and extra vacation days will be adjusted accordingly on a pro-rata basis.

ART. 7: OVERTIME & COURT TIME

Officers who work on a shift basis shall receive one and one-half times the base hourly

rate for all work over 84 hours per scheduled bi-weekly work period, or over 12 hours per day, as determined by the Township. All officers, except Sergeants and Lieutenants, shall receive time and one-half for all work over eight hours per day or 40 hours per week. Sergeants and Lieutenants shall continue to work their regular overtime without compensation. For all other officers, overtime shall include all time required of the officer including, inter alia, court time, D.J. time, travel time, school time, etc. If an officer is required to go to a D.J. while off duty, said officer shall be guaranteed a minimum of two hours compensation at a rate of time and one-half. There shall be no waiting time before applying the overtime rates. If an officer's scheduled work shift is changed with less than five days notice to the officer, said officer shall receive pay at time and one-half rates while working the changed shift.

Overtime pay shall be paid to the affected officer within two weeks after the close of the foregoing scheduled work period.

Sergeants and Lieutenants shall be paid for overtime only for exceptional cases approved by the Township Manager. This provision intends that present and past practices will continue in this regard as well as the practice of Sergeants reporting for work approximately 30 minutes before their tours of duty and remaining on duty approximately 15 minutes after their shift has been relieved.

ART. 8: CALL-IN TIME, CALL BACK & STANDBY

An officer who is required to report during scheduled time off for official police business, including court appearances, but excluding D.J. appearances, shall be guaranteed a minimum of four hours pay at the appropriate rate as determined under the paragraph entitled "Overtime," for such reporting.

ART. 9: ON-CALL TIME FOR DETECTIVES & LIEUTENANTS

Detectives: A detective placed "on-call" shall be paid at the rate of 10% of his/her

regular rate of pay for the hours on call. ”

Lieutenants: In lieu of hourly pay for time spent “on -call,” lieutenants shall, in accordance with the schedule below, be paid (in their last paycheck of the year) a one-time payment each calendar year in order to compensate them for any and all time spent “on-call”:

2007 -- \$1,200

2008 -- \$1,300

2009 -- \$1,400

2010 -- \$1,500

ART. 10: ON-CALL PAY FOR TRAFFIC SAFETY UNIT

Officers assigned to the Traffic Safety Unit shall receive 10% of their base salary for any hours they are required to be on call for traffic safety investigations, except for any hours for which they are compensated as a result of responding to an accident scene while on call. The decision to place officers assigned to the Traffic Safety Unit on call shall be at the exclusive discretion of management.

ART. 11: VACATION

The following vacation schedule shall be provided:

After 1 yr. completed service - 2 weeks annually

After 5 yrs. completed service - 3 weeks annually

After 11 yrs. completed service - 4 weeks annually

After 15 yrs. completed service - 5 weeks annually

Said vacation shall be earned by officers working on a shift basis at the rate of 45 hours per week and by all other officers at a rate of 40 hours per week.

ART. 12: PERSONAL DAYS

For each calendar year, each officer will have two personal days off. They shall be taken during the calendar year and will be compensated by a regular day’s pay.

ART. 13: HOLIDAYS

All police officers shall receive 12 paid holidays per year. Said holidays and personal days shall be credited at a rate of 8 hours per day for all officers.

ART. 14: PAYMENT IN LIEU OF CARRYOVER LEAVE

Officers shall have the option of receiving an annual lump sum payment of one week's worth of accumulated, unused holiday or compensatory/personal leave instead of carrying over said leave. At the Township's sole discretion, the optional payment may be increased to a maximum of two weeks. Officers shall be required to request said lump sum payment by January 31 for payment by February 28 each year.

ART. 15: FESTIVE HOLIDAYS

All officers shall receive the following five festive holidays, and all officers who work on any one of these days shall receive, in addition to a paid holiday, double time for that day's work: Thanksgiving Day, Christmas Day, New Year's Day, July 4, and Memorial Day. In addition, beginning in 2008, Easter Sunday shall be treated as a sixth Festive Holiday.

Officers shall receive festive holiday pay for all time worked between 7:00 p.m. and 11:59 p.m. on December 24 (i.e., Christmas Eve).

ART. 16: SICK LEAVE & SEVERANCE PAY

A Each officer shall receive 15 sick days per year plus one-half day bonus for each day of the previous year's sick days not used up to a maximum of 22.5 days per year, credited at a rate of 8 hours per day.

Officers shall be permitted to accumulate up to 300 days of sick leave, and upon retirement for a service-connected disability or for years of service, officers shall receive a sum equal to 45% of said officer's unused, accumulated sick leave at the officer's then rate of pay.

B. Severance Pay for Widow(er) - If an officer dies in the line of duty, or while fully

eligible to retire, said officer's widow(er) shall receive the same leave severance benefit provided in paragraph A above.

C. Family and Medical Leave - Officers shall be permitted to take up to 4 weeks (i.e., 20 days, in full-day increments) of accumulated, unused sick leave per year to care for an ill spouse, child, or parent, in accordance with the Township's Family and Medical Leave Policy.

ART. 17: HOSPITAL & MEDICAL BENEFITS

A. MEDICAL COVERAGE: Subject to Paragraph C, below, the Township shall be responsible for providing to each officer and his or her spouse and any eligible dependents (as defined under the plan) insurance coverage under the medical plan known as **Flex Series PPO C1-F1-01**. The Township reserves the right to provide these benefits through any funding mechanism or arrangement it deems appropriate under the circumstances. In the event the specific plan identified above ceases to exist or otherwise be available, or if the Township so elects, the Township may unilaterally substitute equal or better coverage. A summary description of the plan is attached to this Agreement as Exhibit "A" is incorporated herein by reference.

The benefits of this Article shall continue after retirement and until replaced with Medicare and Medicaid programs. The officer must apply for Medicare and Medicaid when eligible, which programs shall become primary. If an officer engages in employment after retirement and his/her employer has a medical plan available without cost to the officer, that said medical plan will become primary and the Township shall only provide those additional benefits agreed to aforesaid that are not covered in the primary plan.

B. IN-NETWORK CO-PAYMENTS: Co-payments for specialist office visits and routine radiology and diagnostic services as defined under the plan shall be \$20, as indicated in

the summary plan description (Exhibit "A"). All other co-payments shall be as indicated in the attached summary plan descriptions and remain unchanged for the term of this Agreement.

C. PRESCRIPTION COVERAGE: The prescription drug program shall have a \$10 co-pay for generic drugs, a \$20 co-pay for formulary brand-name drugs and \$35 co-pay for non-formulary brand-name drugs. When a generic drug is available, the generic co-pay rate shall apply only if a non-generic drug is prescribed as medically necessary by a physician. The Township reserves the right to provide these benefits through any funding mechanism or arrangement it deems appropriate under the circumstances.

D. MEDICAL & PRESCRIPTION PREMIUM RESPONSIBILITY:

1. Premium Responsibility for Officers Hired BEFORE January 1, 2013,
the Township shall bear 100% of the monthly premiums associated with providing the above-referenced medical and prescription coverage to each officer, his or her spouse, and any eligible dependents (as defined under the plan).

2. *Premium Responsibility for Officers Hired ON OR AFTER January 1, 2013*

Officers hired on or after January 1, 2013 shall pay, through monthly payroll deductions, seven percent (7 %) of the cost of healthcare premiums based on the coverage selected by that officer. Healthcare premiums shall include premiums paid by the Township for medical, dental, vision and prescription drug coverage. (2013-2018 Agreement)

3. The parties shall continue to negotiate to identify and select an alternate healthcare plan, which would result in no officer contributions toward the premium because the premium would be less than 93.0% of the existing healthcare benefit. Nothing herein shall prevent the FOP from selecting an alternative health plan through the current provider with a premium greater than 93.0% of the existing healthcare plan, so long as the affected officers pay the

amount in excess of the 93.0%. (2013-2018 Agreement)

E. REIMBURSEMENT FOR CERTAIN MEDICAL COSTS (OFFICERS HIRED BEFORE 01/01/2013): The Township shall pay to officers hired prior to January 1, 2013, \$100 per calendar year for purposes of reimbursing him or her for out-of-pocket costs incurred in connection with the co-payments required under the Township's medical plan. Although the co-payments qualifying for reimbursement under this Paragraph include co-payments made on behalf of any covered beneficiary, the \$100 payment is a flat per-officer amount that applies regardless of the number of other qualifying beneficiaries for which the officer may also be providing coverage and regardless of whether or not the officer's actual out-of-pocket costs meet or exceed \$100.

F. VISION BENEFITS: Vision benefits shall be provided to each officer and his or her spouse and eligible dependents on a reimbursement-basis. Benefits shall be as follows:

1. Vision Examination \$75.00 every 24 months
2. Glasses – Lenses \$100.00 every 12 months
3. Frames \$100.00 every 24 months
4. Contact Lenses \$150.00 every 12 months
5. Lasik Surgery: Officers hired before January 1, 2013, shall be entitled to use in conjunction with any unused portion of the \$3,500 Ortho Allowance referenced under Article 17(G)(2), an additional \$500 for purposes of Lasik eye surgery. This benefit is to the officers only and not to his or her beneficiaries. It is not available to officers hired on or after January 1, 2013, or to the dependents or beneficiaries of those officers.

G. DENTAL COVERAGE:

1. Subject to Subparagraphs 2, 3 and 4, below, the Township shall be responsible for providing to each officer and his or her spouse and any eligible

dependents as defined under the plan (“covered beneficiaries”) with dental benefits through the Delta Dental Network, collectively hereafter, “Dental Plan,” as outlined below for the following dental services and procedures:

- Preventative services as defined under the Dental Plan (fillings, exams, X-rays, etc.) (“preventative services”) — collectively hereafter, “**Preventative Services**”;
- Oral surgery, endodontics, and periodontic services as defined under the Dental Plan (extractions, root canal, gum disorders) — collectively hereafter, “**OEP Services**”; and
- Major restorative, prosthodontics, and orthodontics as defined under the Dental Plan (crowns, inlays, dentures, bridgework, straightening of teeth, etc.) — collectively hereafter, “**Major Services**”; and
- Orthodontic services (straightening of teeth, etc.) – collectively hereafter, “**Ortho Services.**”

The Township reserves the right to provide these benefits through any funding mechanism or arrangement it deems appropriate under the circumstances. In the event the specific plan identified above ceases to exist or otherwise be available, or if the Township so elects, the Township may unilaterally substitute comparable or better coverage. A summary description of the Dental Plan highlights is attached to this Agreement as Exhibit “B” and is incorporated herein by reference.

2. **Limitations on Dental Plan Benefits & Reimbursements:**

Preventive, OEP, and Major Services: During any given calendar year, the cost of dental benefits collectively payable by the Dental Plan’s insurer and/or reimbursed by the Township, or any combination thereof, for Preventive and/or OEP Services and/or Major Services, or any combination thereof, shall be \$1,500 for each covered person. No part of this \$1,500 annual maximum allowance may be used for

Ortho Services, and no cost for Ortho Services shall be applied against this limit. Once the annual \$1,500 allowance has been reached, any further Preventive and/or OEP Services and/or Major Services are the sole and exclusive financial responsibility of the employee.

Ortho Services: There shall also be a lifetime maximum of \$3,500 per covered beneficiary for Ortho Services (“Ortho Allowance”). The Ortho Allowance shall be reduced by any combination of benefits or reimbursements provided for Ortho Services by the Dental Plan’s insurer or the Township. Once the lifetime maximum applicable to Ortho Services has been reached for a particular beneficiary, any further Ortho Services are the sole and exclusive financial responsibility of the officer. See “Example” below. Officers hired before January 1, 2013, may use all of part or all of this \$3,500 lifetime reimbursement maximum for Lasik eye surgery (not available to beneficiaries, dependents or to any officer hired on or after January 1, 2013, his or her dependents or beneficiaries).

The Dental Service and Ortho Allowances are beneficiary-specific, and unused Dental Service or Ortho Allowances are not transferable between covered beneficiaries. Written documentation and receipts showing the amount charged and fact of actual payment by the officer is required for all reimbursements.

Example:

If an officer’s covered dependent needed braces (Ortho Service) and the cost was a total of \$4,000 for services rendered, the Township would pay the lifetime benefit of \$3,500 towards the cost of the services related to the braces. The officer would then be responsible for the remaining balance of \$500 and any other additional costs associated with the above Ortho Service.

3. **Dental Coverage for Officers:** The Dental Plan provided by the Township shall cover 100% of Preventive Services, 100% of OEP Services, and

100% of Major Services. If the service provider is out-of-network, the amount reimbursed to the officer shall be limited to the amount that would not have been covered had an in-network service provider been utilized. See “Examples” below.

Example #1:

An Officer who undergoes a qualifying oral surgery procedure costing \$500 would be entitled to 100% coverage for that procedure if performed by an in-network service provider. The officer’s remaining available Dental Service Allowance would be reduced by \$500 or rather his/her remaining allowance would be \$1,000 ($\$1,500 - \$500 = \$1,000$). If, on the other hand, the officer’s unused Dental Service Allowance at the time of the oral surgery was only \$200 (i.e., \$1,300 in benefits had already been paid by the Dental Plan’s insurer), the Dental Plan’s insurer would cover only \$200 of the procedure and the officer would then be responsible for the remaining \$300 ($\$500 - \$200 = \300).

Example #2:

If an officer has a qualifying oral surgery procedure costing \$500 which is done at an out-of-network service provider the officer would be reimbursed by the Dental Plan for 100% of the Usual and Customary Rate (UCR) for that procedure as determined by Delta Dental. If the UCR for the above procedure is \$400, Delta Dental would reimburse the officer at 100% or \$400. If the dentist decides to balance bill the officer, he or she would be responsible for paying the remaining balance of \$100. (UCR’s are an average cost of a particular dental service in a geographic area).

ART. 18: RETIREMENT

- A. A police officer who has at least 25 years of service with the Police Department of the Township, and who has attained the age of 50 years, shall have the option to retire on pension.
- B. The retirement benefits shall be computed on the average salary of each pensioner during the 36 months of said officer's employment immediately prior to retirement.
- C. Any retired police officer shall receive a supplemental increase of \$50.00 for each

year of retirement, and this \$50.00 will be paid by the Township. (For example, after one year - \$50.00; after two years - \$100.00, etc., payable April 1 of each year).

D. The Township shall provide for all officers a vested pension benefit under which, after completing 12 years of total service, if the officer for any reason ceases to be employed as a full-time police officer by said Township, the officer shall be entitled to vest his/her retirement benefits by filing with the Township within 90 days of the date said officer ceased to be a full-time police officer a written notice of the officer's intention to vest. Upon reaching the date which would have been the officer's superannuation retirement date if said officer had continued to be employed as a full-time police officer, he/she shall be paid a partial superannuation retirement allowance determined by applying the percentage the officer's years of service bears to the years of service which the officer would have rendered had he/she continued to work until said officer's superannuation retirement date to the gross pension, using, however, the monthly salary during the appropriate period prior to the officer's termination of employment. The Township shall pay into said fund the sum, if any required, to avoid impairing the actuarial soundness of the pension fund. The Township shall provide the officer with the form upon which he/she gives his/her written notice of intention to vest.

E. For each additional year of service over 25 years, the pension of each police officer shall be increased by \$100.00 per month (or \$1,200 per year); provided, however, that the pension of officers retiring on or after January 1, 2008, shall be increased as follows: officers with 26 or more years of service \$100 per month (or \$1,200 per year); officers with 27 or more years of service \$200 per month (or \$2,400 per year); officers with 28 years or more of service \$300 per month (or \$3,600 per year); officers with 29 years or more of service \$400 per month (or \$4,800 per year); officers with 30 years or more of service \$500 per month (or \$6,000 per year).

F. The police have been investigating the possibility of increasing the investment yield in the pension fund. If they can successfully do so and if as a result, additional retirement benefits can be made available to the police without further cost to the Township, the Township agrees to provide the same as requested by the police.

G. There shall be no offset against pension benefits for any Social Security benefits.

H. Killed in Service Benefit:

(1) Effective January 1, 2013, the Act 51 Killed in Service Benefit shall replace the existing Act 600 Killed in Service Benefit. In the event that statutory Killed in Service Benefits are eliminated, reduced or made optional, a KIS benefit shall be automatically reinstated and incorporated into the CBA so as to provide for a 100% of salary survivor benefit. Survivor medical benefits shall continue to be provided by the Township despite the replacement of the Act 600 KIS benefit by the Act 51 benefit or any other change in the source of KIS survivor benefits. (2013-2018 Agreement)

(2) The Township shall continue, at its own expense, the major medical benefits under its Employee Health Benefits Plan, including prescription drug, dental and vision benefits for the surviving spouse and any eligible dependent children (collectively "eligible dependents") of the officer killed in service. If basic comprehensive medical coverage, prescription, dental and/or vision coverage become(s) available to the eligible dependents through some alternate source, the Township shall not be required to provide that form of coverage during the period of such availability.

I. Mandatory Employee Contributions. Employee contributions to the police pension plan shall be 3% of eligible pay, provided, however, that if it can be demonstrated that the Pension Plan's yields are adequate so that there is no added cost to the Township, the Police

Officers' contributions may be reduced or eliminated.

(1) The parties will work jointly to address the practice of the Radnor Police Association Pension Fund making pension contributions to offset the individual officer's pension contribution. (2013-2018 Agreement)

(2) Officer Pension Contributions - Taking into account Paragraph I (1) above, Officers hired prior to January 1, 2013 shall continue to contribute 3.0% of pensionable compensation into the pension fund and officers hired on or after January 1, 2013 shall contribute 5.0% of pensionable compensation into the pension fund. (2013-2018 Agreement)

(3) For officers hired on or after January 1, 2013, the buyback of accrued but unused leave time at retirement, regardless of the category of compensation, shall be excluded from that officer's pension calculation unless earned within the pension computation period. As noted in Paragraph I (2) above, these officers shall not make pension contributions on the amounts not included in the pension calculation. (2013-2018 Agreement)

J. Twenty-and-Out Provision:

(1) The Township shall provide for an actuarially reduced pension benefit pursuant to Act 24 of 1998 after 20 years of service, regardless of age.

(2) Post-retirement life insurance, available at an officer's normal retirement age, shall be immediately available for officers retiring pursuant to paragraph (J)(1) above.

(3) Post-retirement medical benefits shall not be available to an officer retiring pursuant to paragraph (J)(1) above until that officer reaches his normal

retirement date.

- (4) The survivor benefits available to an officer who reaches his normal retirement date shall also be available to an officer who retires pursuant to paragraph (J)(1) above; however, the benefit shall be based upon the applicable actuarial reduction.

K. The parties will work together to correct the four pension Findings identified by the recent audit by the Office of the Auditor General. A copy of which is attached to the 2013-2018 CBA. The parties acknowledge that, to the extent that the Finding is not otherwise challengeable, any improper or illegal benefits shall be eliminated for officers hired on or after January 1, 2013.

L. For officers hired on or after January 1, 2013, following retirement, the Township will continue to provide medical coverage for the officer and spouse only. Coverage will continue until the officer or spouse become Medicare or Medicaid eligible at which point the Township coverage shall stop as to the person who so qualifies. For eligibility to receive Township medical coverage, spouse shall be limited to the person to whom the officer was married at the time of his/her retirement. In the event alternate medical coverage is available to the officer and/or the officer's spouse through either the officer's post-retirement employment or the spouse's employment, such coverage shall become primary for the officer and/or the officer's spouse, and the Township shall reimburse the officer for out of pocket expenses that would be covered by the Township's plan but not covered by the primary plan. This reimbursement obligation shall also apply to premium co-payments that exceed the retired officer's premium co-payment obligation under the Township's plan. The Township may, at its sole option, for retired officers and spouses who have alternate medical coverage, elect to continue to provide the retired

officer and spouse with coverage through the Township' plan because of the cost of reimbursement. These retired officers and spouses shall receive the same coverage in effect for active bargaining unit officers in effect from time to time for active bargaining unit officers. The contribution to post-retirement medical shall be capped at the flat dollar amount the officer was required to pay at the time of retirement for the coverage received (e.g., for so long as H&W coverage is received, then the contribution shall be equal to the dollar cost of the premium contribution prevailing for H&W coverage at the time of retirement; should that coverage become Single coverage, then the premium contribution shall be equal to the dollar cost of the premium contribution prevailing for Single coverage at the time of retirement.

ART. 19: DISABILITY

A. Service-Connected -The pension plan shall provide that a police officer who is disabled to a point where said officer is unable to perform his/her normal police duties and disablement is a result of injury sustained while on duty, would be entitled to a disability pension based on 70% of earnings. A determination of this disability will be made by the pension committee upon a review of medical evidence.

B. Non-Service Connected - When an officer is permanently disabled from performing police work for the Township as a result of a non-service connected disability, said officer shall receive 50% of his/her wages (which shall include all monies received in the 12 month period preceding retirement) plus full Medical/Hospital coverage including the Major Medical Benefits Plan, the Prescription Program, the Vision Care Program, the Dental Program, including 100% on all four options for the officers and their families as well as any other hospital and medical benefits in effect at the time of retirement without any offset for Social Security or Workers' Compensation or otherwise, and this pension shall continue until the age of 65 and the officer obtaining Medicare and Medicaid. However, this benefit will not apply if the disability occurs as a result of the

officer's employment either by another employer or by virtue of officer's self-employment.

(1) The Township shall eliminate the non-work related disability pension for any officer hired on or after January 1, 2001. The Township shall obtain long term disability insurance coverage for such officers, a copy of which is attached to this Agreement and incorporated herein.

(2) All officers hired prior to January 1, 2001, shall be eligible for the non-work-related disability pension benefits currently in place, and, pursuant the long-standing past practice between the parties, such benefits shall continue to be paid directly from the Township's Police Pension Fund.

(3) The maximum benefit from all sources payable as a result of a work related injury or illness to an officer receiving both disability pension benefits and workers' compensation benefits shall be 100% of an officer's final average salary. To the extent an officer is receiving worker's compensation benefits which cause him/her to exceed the maximum benefit, the excess shall operate as an offset against the disability pension benefits that officer is also receiving.

ART. 20: ADDITIONAL WORKER'S COMPENSATION COVERAGE

The Township shall provide Workers' Compensation coverage from the officer's home to the job and back again.

ART. 21: SURVIVOR'S BENEFITS

All officers shall receive at no expense to themselves survivor's benefits that provide as follows:

A. Upon the death of an Officer who retires on or after January 1, 2004, benefits available under the Township's Employee Health Benefits Plan shall be extended to a surviving spouse and/or other eligible dependents until the earlier of the (i) death or (ii) remarriage of the

spouse and/or until dependents reach an age at which they are no longer eligible for benefits under the plan (i.e., attainment of age 19, or 23 if full-time college student). This benefit shall not apply to an Officer receiving a non-service-related disability pension benefit.

B. The spouse of a member of the police force not killed in service, or the spouse of a member who retires on pension who dies or if no spouse survives or if the spouse survives and subsequently dies, then the child or children under the age of 18 years, or 23 if attending college, of a member of the police force or a member who retires on pension who dies shall, during spouse's lifetime, or until reaching the age of 18 or 23 years, if attending college, in the case of a child or children, be entitled to receive a pension calculated at the rate of 100% of the pension the member was receiving or would have been receiving had officer been retired at the time of officer's death.

C. If an officer dies while still a member of the police force, the officer's surviving spouse and the child or children under the age of 18 years of age, or 23 years of age if attending college, shall receive at no expense to themselves all of the hospital and medical benefits i.e., Blue Cross, Blue Shield, Major Medical, Prescription, Dental and Vision, until such time as the deceased officer would have reached his/her superannuation retirement date.

D. If an officer dies prior to vesting his or her pension, the surviving spouse or, if the spouse is deceased, any children under the age of 18, or 23 if attending college, shall be entitled to 100% of the officer's contributions, plus interest or other increases in value of the member's investment in the pension fund, unless the officer has designated another beneficiary.

ART. 22: LIFE INSURANCE

The Township shall provide, at its own expense, a death benefit on the life of each police officer of \$75,000.00, with double indemnity to be paid to the officer's designated beneficiary or next of kin. When the officer retires, either after proper service or for service-connected disability, the Township shall provide the officer with a paid up life insurance policy in the sum

of \$25,000.00, with double indemnity.

ART. 23: EDUCATIONAL INCENTIVE

All officers shall receive, as educational incentive, for post-high school education credits, the following increases to their annual salary:

Minimum of :	30 credits:	\$125.00
	60 credits:	\$250.00
	90 credits:	\$375.00
	120 credits:	\$500.00

These credits must be taken at an accredited college or university. Although the credit hours attained by the officer shall be retroactive, they are limited to courses the officer took while a police officer from the day the officer joined the Radnor Police Department, to be paid once a year in the first pay of July, determined as of December 31 of the prior year.

ART. 24: UNIFORMS & CLOTHING ALLOWANCE

A. The Township shall supply all uniforms for officers and shall pay for the cost of cleaning uniforms.

B. A clothing allowance of \$575.00 per year shall be provided for non-uniformed personnel. Payment shall be made in January of each year.

ART. 25: EQUIPMENT

All equipment presently provided shall continue to be provided.

ART. 26: FUNERAL LEAVE

A. Each officer shall be entitled to a paid leave of absence from the date of death through the date of the funeral for parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or a member of the officer's household.

B. Each officer shall be entitled to a paid leave of absence of one day off if the funeral is under 150 miles from Radnor and two days off if more than 150 miles from Radnor for

the death of brother-in-law or sister-in-law. However, there shall be no pyramiding of benefits as a result of the foregoing.

ART. 27: GRIEVANCE & ARBITRATION PROCEDURES

Any grievance or misunderstanding which may arise between the parties concerning the application of, or matter germane to, any portion of this Agreement, and any disciplinary suspensions, removals or reductions in rank, and all matters relating to the Heart and Lung Act, shall be acted upon in the manner described below.

Any discipline taken to arbitration shall be reviewed under a "just cause" standard. (2013-2018 Agreement).

A. Level One - Superior Officers

No later than 30 days after an employee becomes aware of any event which leads to a grievance, the employee shall first discuss the matter with the immediate superior who has authority to resolve the grievance. An employee may do this, either directly or through his/her F.O.P. representative, with the objective of resolving this matter informally.

B. Level Two - Township Manager

In the event that no satisfactory solution is reached at Level One, the grievant may request a hearing with the Township Manager. This request, in writing and accompanied by copies of all relevant written materials from previous levels, must be made within 7 days of the rendering of the decision at Level One or of the expiration of the time limit for the rendering of such decision. The Township Manager shall call the hearing within 7 days of the receipt of the request.

The grievant may be accompanied by his/her F.O.P. representatives. The Township may have its representatives at the hearing.

The Township Manager shall render a decision in writing to the grievant with a copy to the F.O.P. and the Township Commissioners no later than 10 days after the final hearing.

C. Level Three - Board of Commissioners

In the event that no satisfactory solution is reached at Level Two, the grievant may request a hearing with the Board of Commissioners. This request, in writing and accompanied by copies of all relevant materials from previous levels, must be made within 7 days of the rendering of the decision at Level Two or of the expiration of the time limit for the rendering of such decision. The Board of Commissioners shall call the hearing within 7 days of the receipt of the request.

The grievant may be accompanied by his/her F.O.P. representatives. The Township may have its representatives at the hearing. The Board of Commissioners shall render a decision in writing to the grievant with a copy to the F.O.P. no later than 10 days after the final hearing.

D. Level Four - Arbitration

If after the hearing at Level Three, the grievance has not been satisfactorily resolved, either side may request arbitration by writing to the other no later than 30 days after the rendering of the decision in Level Three, or the expiration of the time limit for the rendering of such decision.

At the arbitration hearing, the grievant may be accompanied by his/her representative. The arbitration panel shall have access to all written statements and documents pertaining to the appeals in the grievance.

The arbitration panel shall render its decision, based upon a majority vote of its 3 panel members no later than 30 days after the conclusion of the final hearing. Such decision shall be final and binding. Copies of the award will be furnished to both parties.

E. Selection and Powers of the Arbitration Panel and General Provisions with Respect to Arbitration Selection

Within five days after the request, both parties shall attempt to agree upon the arbitrator. If they fail to agree, a request may be made by either party to the American Arbitration Association for a list of three arbitrators from which the Township shall strike one within five

days. The F.O.P. shall strike one within five days thereafter. The remaining nominee shall be the arbitrator.

F. Powers

The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

The arbitrator shall limit his or her decisions on matters germane to the Agreement and may not vary the terms of this Agreement but may interpret equivocal provisions.

G. Obligations of Both Parties with Respect to Arbitration

The fees of the arbitrator and other incidental costs shall be borne equally by the Township and the officer.

Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedents. For those officers who do not wish to avail themselves of grievance procedures as outlined in this Agreement, they are still free to follow appeals on the basis of existing statute.

If the grievant elects to follow the arbitration procedures, he/she waives his/her right for appeal under the statute.

The parties agree that the decisions of the Arbitrator shall be final and binding and not appealable to any court.

ART. 28: ACTING IN SERGEANT

When a patrol officer or detective is assigned the duties of a Sergeant in the absence of a Sergeant, said officer shall be paid at the Sergeant's rate of pay for that time.

ART. 29: CIVIL & CRIMINAL SUITS

A. The Township agrees to maintain \$5,000,000.00 of coverage to pay for any verdict rendered against a police officer arising from a civil suit stemming from the officer's service

as a police officer.

B. If an officer is sued civilly or criminally as a result of said officer's police work, the officer shall be paid his/her regular hourly wage or overtime (as the case may be) for all time needed in preparation and on trial.

C. In the event that a police officer is charged with a crime arising out of or from the performance of the officer's duties as a police officer, the Township and the police officer shall attempt to agree on 1) the selection of an attorney to represent said police officer in connection with criminal proceedings; and 2) the attorney's fee. The Township shall be responsible for the payment of the fee of such mutually selected attorney if the police officer is acquitted. In the event of the failure to agree on the selection of an attorney, the police officer shall have the right to unilaterally select his/her attorney.

The Township shall be responsible to pay that attorney's fee if the police officer is acquitted, subject to the following limitations: the fee shall not exceed the amount charged in like circumstances by Delaware County lawyers. In the event the Township disputes the reasonableness of the fee charged by the police officer's attorney, the dispute shall be submitted to the Delaware County Bar Association's Fee Dispute Committee, which Committee shall render a decision based upon reasonable fees of Delaware County lawyers under like circumstances. The Township shall be responsible only for the payment of the amount determined to be reasonable by that Committee.

ART. 30: FUNERAL BENEFITS

In the event that an officer is killed in the line of duty, the Township shall pay all funeral expenses, including any unusual expenses brought about by his/her being a police officer.

ART. 31: MOONLIGHTING

The right to moonlight shall continue to be permitted.

Outside employment by police officers shall be governed by the rules and regulations promulgated by Radnor Township and the Radnor Township Police Department which were in effect as of January 1, 2001. Police officers shall be required to disclose all outside employment on a form provided by management.

ART. 32: AREA COVERAGE

If any officer is required to cover permanently any jurisdiction beyond that of his/her present boundaries, the annual wage of all officers shall be forthwith increased by \$1,000.00.

ART. 33: TERMINATION OF DEPARTMENT

If for any reason the Township terminates the Police Department or reduces the number of full-time officers, any officer thereby dismissed or furloughed shall receive as severance pay the sum set forth below:

Probationary Year	No Pay
Beginning with the 2nd year thru 5th year	3 months pay
Beginning with the 6th year thru 10th year	6 months pay
Beginning with the 11th year thru 15th year	9 months pay
Beginning with the 16th year and thereafter	12 months pay

ART. 34: DISCIPLINE

No officer shall be reprimanded without just cause and shall have the right to face said officer's accuser. All anonymous letters shall be removed from the personnel file of each officer, and each officer may at any time see his/her own personnel file.)

ART. 35: MANAGEMENT CLAUSE

The management of the Police Department and the direction of its working force,

including but not limited to the right to hire, discharge, layoff, assign and transfer employees; the right to schedule hours of work; and the right to determine whether and under what conditions overtime shall be worked, shall be vested exclusively in the Township, provided that such rights shall not be exercised in the fashion contrary to other terms of this Agreement or existing law.

ART. 36: DEDUCTION FOR F.O.P.

Any officer who joins the Radnor Police Department who is not a regular dues paying member of Lodge #27 of the Fraternal Order of Police shall, as part of officer's contract of employment with the Township, be required to pay to said Lodge a service charge, beginning at the close of the officer's probationary period, which sum shall be deducted from his/her paycheck by the Township and paid over to said Lodge at the same rate as paid by F.O.P. members as dues, beginning with the first paycheck due to the officer. Additionally, the Township shall deduct and remit to Lodge #27 of the Fraternal Order of Police monthly dues of all officers authorizing the same.

ART. 37: MEETINGS WITH TOWNSHIP ON LABOR MATTERS

The FOP shall designate an on-duty Radnor police officer to meet with the Township on a quarterly basis to discuss pending and outstanding labor issues.

ART. 38: WORKPLACE SAFETY COMMITTEE MEETINGS

The FOP shall designate an on-duty Radnor police officer to attend meetings of the Township's Workplace Safety Committee.

ART. 39: NEW OFFICERS

On or before May 1, 2013, the Township will hire six new fulltime officers. To the extent that any of the six officers fail to successfully complete their probationary period, the Township shall hire replacement(s) until such time as all positions are filled with permanent appointments. The intent of this provision is for the Township to hire six new fulltime officers who successfully complete probation and attain full status under the Collective Bargaining

Agreement. In addition, the Township will hire a fulltime officer to replace any other existing officer who shall resign, retire or otherwise have their employment terminated on or before 12/31/14. Moreover, the parties shall continue to discuss benchmark staffing standards for the remainder of the contract term. (2013-2018 Agreement)

ART. 40: SPECIAL DETAILS

The Township shall not use Officers working a regularly assigned shift to perform work which is typically a special detail assignment unless no Officer has accepted the work as a special detail assignment at overtime. If no off-duty Officer accepts the special detail assignment, an on-duty Officer may elect to work and will be paid at the special detail rate for the hours worked on the detail in addition to their regular pay for those hours, provided the Officer agrees that an equal number of hours shall be deducted from their paid time off (i.e., in the same manner as if the Officer took paid time off during the hours the Officer works the special detail and instead worked the detail at the rate applicable to the detail). (2013-2018 Agreement)

ART. 41: LIGHT DUTY

Any officer who is receiving Heart & Lung Act (HLA) benefits may be assigned to Alternative Police Duties (APD) subject to the following conditions:

1. "Alternative Police Duty" (APD) shall include all office activities customarily performed by Radnor Police Officers as part of their normal duties.
2. Assignment to Alternative Police Duty shall be at the discretion of the Superintendent of Police, or his designee, which shall be reasonably exercised, and APD shall be assigned on an equitable basis (e.g., if there are two officers equally available for APD, they will be assigned an equal amount of APD).
3. APD shall be scheduled Monday through Friday beginning not earlier than 7

a.m. and ending not later than 7 p.m. Hours of work may be set at 8 hours per day or 12 hours per day (not more than 80 hours per a 14-day period), subject to medical approval.

4. Assignments to APD shall be made in compliance with all restrictions placed upon the officer by his/her treating physician with regard to both physical capacity and maximum hours of work.

5. An officer assigned to APD shall be released from scheduled APD with pay to attend any medical, rehabilitation or diagnostic treatment or other medical service related to the injury or illness.

6. An officer assigned to APD shall be paid for all holidays at the rate which the officer would have earned had the officer not been assigned to APD. By way of illustration, if the officer would have been scheduled to work a festive holiday during a period while on APD, an equal number of hours worked by that officer during that week on APD shall be paid at the festive rate.

7. Officers assigned to APD shall receive night differential pay for all hours that they would have been normally scheduled but for the fact that they are injured and working APD.

8. An officer assigned to APD may consent to hours of work between 7 p.m. and 7 a.m. Terms of that schedule shall be established in advance and consent to such schedule shall be obtained from the officer and the FOP beforehand. Any proposed changes shall likewise require consent of the officer and the FOP.

9. APD is designed for temporary disability ONLY and is not meant to create a permanent reassignment to light duty. Determination on the permanency of a disability shall be made by a medical professional selected by the Township. However, for an injury or illness which lasts longer than eighteen (18) months, an officer or the FOP may challenge the opinion of the Township's medical professional through the grievance and arbitration clause of the Collective Bargaining Agreement. Furthermore, if, earlier than eighteen (18) months from the commencement of injury or illness, the Township's medical expert determines that the condition

is permanent, then the officer or FOP may challenge the opinion of the Township's medical professional through the grievance and arbitration clause of the Collective Bargaining Agreement. (2013-2018 Agreement)

ART. 42: UNENFORCEABLE BENEFITS

In the event that any of the items provided for in a negotiated contract (as opposed to an arbitration award) are deemed unenforceable by the Township or are declared unlawful, the total cost of said benefit to the Township shall be computed and paid to all of the officers of the Police Department on a per capita basis as part of each officer's annual salary.

ART. 43: AS IS CLAUSE


All existing benefits not modified by this Agreement shall remain "as is."


ART. 44: DURATION OF AGREEMENT


All benefits that do not designate an effective date shall become and remain effective as of January 1, 2013 and unless otherwise indicated, shall continue through the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals this 1st day of January, 2013.

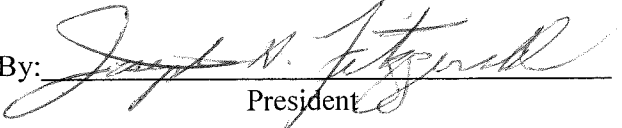
RADNOR TOWNSHIP

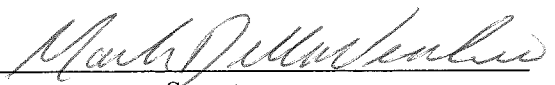
By: 
President

Reviewed: 
Manager

Attest: 
Secretary

**FRATERNAL ORDER OF POLICE,
DELAWARE COUNTY LODGE #27 ON
BEHALF OF THE POLICE OFFICERS
OF RADNOR TOWNSHIP**

By: 
President

Attest: 
Secretary